

UNITED STATES BANKRUPTCY COURT
Southern District Of New York

In re Lehman Brothers Holdings Inc., et. al.,

Case No. 08-13555(SCC)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee
Barclays Bank PLC

Name of Transferor
LMA SPC for and on behalf of MAP84
Segregated Portfolio

Name and Address where notices to
transferee should be sent:

Barclays Bank PLC
745 Seventh Avenue
New York, NY 10019
Attn: Khalil AbuManneh

Court Claim # (if known): see Schedule I
attached hereto

Claim Amount: see Schedule I attached hereto
Amount Transferred (as allowed): see
Schedule I attached hereto
Debtor against claim filed: Lehman Brothers
Holdings Inc.

With a copy to:

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Jenna Yoo
Authorized Signatory

Date: 6-26-15

Transferee/Transferee's Agent

Penalty for making false statement. - Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **LMA SPC for and on behalf of MAP84 Segregated Portfolio** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **Barclays Bank PLC** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to the proofs of claim (the "**Proofs of Claim**") represented by the proof of claim numbers set forth at Schedule I attached hereto filed by or on behalf of Seller's predecessor in interest (each, an "**Original Claimant**" and together, the "**Original Claimants**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) distributions have been received in respect of the Claims, which distributions have been no less favorable, including with respect to timing of distributions, than those received by creditors holding similar claims against the Debtors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.


5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

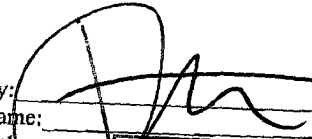
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 26 day of June, 2015.

LMA SPC for and on behalf of the MAP 84
Segregated Portfolio
By: Knighthead Capital Management, L.L.C., its
Investment Advisor

By: 
Name: Laura Torrado
Title: Authorized Signatory

Address:
c/o Knighthead Capital Management, LLC
1140 Avenue of the Americas, 12th Floor
New York, NY 10036
Attention: Laura L. Torrado, Esq.
Telephone: 212-356-2914
Facsimile: 212-356-3921
Email: ltorrado@knighthead.com

BARCLAYS BANK PLC

By: 
Name: Jenna Yoo
Title: Authorized Signatory

Address:
Barclays Bank PLC
745 Seventh Ave
New York, NY 10019
Attn: Khalil AbuMuneh

SCHEDULE 1

Transferred Claims

Purchased Claim

The allowed amounts as listed below, together with all accrued interest, fees, and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Proof of Claim Number	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Lehman Program Security	AU300LBTC029	56185	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD 800,000.00	\$650,301.89
Lehman Program Security	XS0132969360	55833	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000.00	\$2,838,211.54
Lehman Program Security	XS0180580572	62721	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HKD 57,000,000.00	\$7,271,701.89
Lehman Program Security	XS0186755798	63561	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,830,000.00	\$1,835,230.75
Lehman Program Security	XS0202417050	55893.01	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 258,000.00	\$375,665.97
Lehman Program Security	XS0209164432	61054	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,250,000.00	\$8,896,298.64
Lehman Program Security	XS0210782552	56041	Lehman Brothers	Lehman Brothers	EUR 266,000.00	\$385,659.06

Schedule 1-1

			Treasury Co. B.V.	Holdings Inc.		
Lehman Program Security	XS0257807874	45221	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 4,000.00	\$4,000.00
Lehman Program Security	XS0264737726	67586	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	MXN 3,500,000.00	\$334,938.14
Lehman Program Security	XS0265524438	50307	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	\$501,252.92
Lehman Program Security	XS0276272936	44880	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 90,000.00	\$127,719.52
Lehman Program Security	XS0278638258	58890	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 400,000.00	\$346,982.42
Lehman Program Security	XS0280725978	46978	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 350,000.00	\$413,004.87
Lehman Program Security	XS0283497005	55833	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 310,000.00	\$451,953.89
Lehman Program Security	XS0283497005	50375	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 200,000.00	\$291,583.28
Lehman Program Security	XS0283497005	66926	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,000,000.00	\$1,457,915.78
Lehman Program	XS0283497005	40322	Lehman	Lehman	EUR 44,000.00	\$64,148.30

Security			Brothers Treasury Co. B.V.	Brothers Holdings Inc.		
Lehman Program Security	XS0283497005	21727	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 500,000.00	\$728,957.89
Lehman Program Security	XS0283497005	60577	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,110,000.00	\$1,618,286.51
Lehman Program Security	XS0285498902	55833	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000.00	\$2,852,690.81
Lehman Program Security	XS0290588572	45221	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 22,000.00	\$31,237.80
Lehman Program Security	XS0298692434	43813	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HKD 2,500,000.00	\$326,581.45
Lehman Program Security	XS0315504323	58884	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 600,000.00	\$854,782.88
Lehman Program Security	XS0315504323	58884	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 345,000.00	\$491,500.16
Lehman Program Security	XS0329219819	56987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 148,000.00	\$218,081.66
Lehman Program Security	XS0356376300	67531	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,500,000.00	\$1,619,288.42

Lehman Program Security	XS0361015471	58093	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,000,000.00	\$4,315,831.87
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